

**SO ORDERED**



*Paul Mannes*

PAUL MANNES  
U. S. BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND**  
Greenbelt Division

IN RE:

Case No. 12-10247-PM

MICHAEL A. MAYHEW AKA MICHAEL MAYHEW  
ROBIN MAYHEW AKA ROBIN E. MAYHEW AKA  
ROBIN EARLINE BEASLEY MAYHEW  
Debtors

Chapter 13

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DLJ MORTGAGE CAPITAL, INC  
c/o SELENE FINANCE LP  
Movant

vs.

MICHAEL A. MAYHEW AKA MICHAEL MAYHEW  
ROBIN MAYHEW AKA ROBIN E. MAYHEW AKA  
ROBIN EARLINE BEASLEY MAYHEW  
Debtors/Respondents

and

NANCY SPENCER GRIGSBY  
Trustee/Respondent

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**CONSENT ORDER MODIFYING THE AUTOMATIC STAY**

DLJ Mortgage Capital, Inc c/o Selene Finance LP ("Movant"), and Respondents, Michael A. Mayhew aka Michael Mayhew and Robin Mayhew aka Robin E. Mayhew aka Robin Earline Beasley Mayhew ("Debtors"), reached an agreement in this matter, as follows. The Chapter 13 Trustee has not filed a response and consequently is not objecting to the relief requested.

Upon review of the Motion for Relief from Automatic Stay filed herein by Movant, it is ORDERED that:

The Automatic Stay is hereby MODIFIED, pursuant to 11 U.S.C. § 362(d) to permit Movant to cause the commencement or continuation of a foreclosure proceeding, and/or to pursue other means, as permitted by the terms of the Deed of Trust securing the Movant and as permitted by state law, of obtaining or transferring, title to the real property belonging to Debtors and known as 2308 Oak Glen Way, Forestville, MD 20747 ("the Property"), and allowing the purchaser or transferee to obtain possession of same.

IT IS ALSO ORDERED that the above Order Modifying the Stay is stayed, provided the Debtors:

1. make the regular monthly payment of \$1,677.26 on or before April 01, 2013, and on the 1st day of each month thereafter, as they become due, pursuant to the terms of the Promissory Note secured by the Deed of Trust on the above referenced property. This shall include the payment of all real estate taxes and hazard insurance as they become due.
2. make a payment to Movant in the amount of \$1,395.74 (said figure represents one-ninth(1/9th) of Debtors' post-petition arrears, including attorney fees of \$650.00 and filing costs of \$176.00) on or before April 15, 2013, and continue making payments of \$1,395.74 on or before the 15th day of each month and every month thereafter, through and including December 15, 2013.

IT IS FURTHER ORDERED that all payments to the Movant shall be made payable to:

**DLJ Mortgage Capital, Inc  
c/o Selene Finance LP  
9990 Richmond Avenue  
Suite 400 South  
Houston, TX 77042**

IT IS FURTHER ORDERED that if the holder of any other Deed of Trust on the Property obtains relief from the automatic stay, then the Movant herein shall automatically be granted relief from the automatic stay.

IT IS FURTHER ORDERED that if any payment or portion of any payment required to be made hereunder is not received by Movant by the date that it is due, including any payment due on or after April 1, 2013, Debtors shall be deemed to be in default under this Order. In such event, Movant's attorney shall file a notice with this Court stating the amount due under this Order and shall mail a copy of said notice to the Debtors and to Debtor's attorney. If the Debtors do not cure the default by paying the amount stated in the notice within ten (10) days of the date of the notice, Movant shall be free to cause the commencement or continuation of a foreclosure proceeding against the Property without any further proceeding in this Court.

IT IS FURTHER ORDERED that any cure of the Notice of Default must include all amounts set forth therein, as well as any payments which have subsequently become due under the terms of the Consent Order Modifying Automatic Stay and that are due at the time Debtors tender funds to cure the default.

IT IS FURTHER ORDERED that acceptance of partial payment by the Movant during the cure period shall not constitute a satisfaction or waiver of the Notice of Default and the automatic stay shall terminate on the expiration of the cure period in the absence of complete cure of the default, notwithstanding partial payment.

IT IS FURTHER ORDERED that the Debtors consent that any and all communications including but, not limited to, notices required by state law, sent by Movant in connection with any and all proceedings against the property may be sent directly to the Debtors.

IT IS FURTHER ORDERED that upon the filing of the second such notice of default, the Automatic Stay shall immediately terminate and Movant shall be free to cause the commencement or continuation of a foreclosure proceeding against the Property.

IT IS FURTHER ORDERED that upon termination of the Automatic Stay, Movant may cease to provide any applicable notices provided for in Federal Rules of Bankruptcy Procedure 3002.1(b)-(c).

IT IS FURTHER ORDERED that in the event the Debtors convert this case to a case under another Chapter of the U.S. Bankruptcy Code, the automatic stay provided for by Section 362 (a) of the United States Bankruptcy Code shall be terminated as to the Debtors' interest without any further proceeding in this Court.

IT IS FURTHER ORDERED this Agreed Order applies to any successor in interest of Movant and shall not be subject to the stay of order referenced in Federal Rule of Bankruptcy Procedure 4001 (a)(3).

/s/ Can Erim  
Can Erim, Esq., MD Fed. Bar No. 29931  
BWW Law Group, LLC  
4520 East West Highway, Suite 200  
Bethesda, MD 20814  
(301) 961-6555  
(301) 961-6545(facsimile)  
Bankruptcy@bww-law.com  
Counsel for Movant

/s/ Kasey L. Edwards  
Kasey L. Edwards, Attorney at Law  
8201 Corporate Drive  
Metro-Plex II, Suite 1140  
Landover, MD 20785  
Counsel for Debtor

**CERTIFICATION OF DEBTOR'S ATTORNEY**

I HEREBY CERTIFY that I approve of the foregoing Consent Order and that its terms have been provided to the Debtor(s), who consent(s) to the terms provided therein.

/s/ Kasey L. Edwards  
Kasey L. Edwards, Attorney at Law  
8201 Corporate Drive  
Metro-Plex II, Suite 1140  
Landover, MD 20785  
Counsel for Debtor

**CERTIFICATION OF CONSENT**

I HEREBY CERTIFY that the terms of the copy of the consent order submitted to the Court are identical to those set forth in the original consent order; and the signatures represented by the /s/\_\_\_\_\_ on this copy reference the signatures of consenting parties on the original consent order.

/s/ Can Erim  
Can Erim, Esq.

cc:

BWW Law Group, LLC  
4520 East West Highway, Suite 200  
Bethesda, MD 20814

Nancy Spencer Grigsby, Trustee  
4201 Mitchellville Rd, Suite 401  
Bowie, MD 20716

Michael A. Mayhew aka Michael Mayhew  
2308 Oak Glen Way  
Forestville, MD 20747

Robin Mayhew aka Robin E. Mayhew aka Robin  
Earline Beasley Mayhew  
2308 Oak Glen Way  
Forestville, MD 20747

Michael A. Mayhew aka Michael Mayhew  
2308 Oak Glen Way  
District Heights, MD 20747

Robin Mayhew aka Robin E. Mayhew aka Robin Earline Beasley Mayhew  
2308 Oak Glen Way  
District Heights, MD 20747

Kasey L. Edwards, Attorney at Law  
8201 Corporate Drive  
Metro-Plex II, Suite 1140  
Landover, MD 20785

Richard L. Gilman  
Gilman & Edwards, LLC  
8201 Corporate Drive  
Suite 1140  
Landover, MD 20785

**END OF ORDER**